

Issue Date: Feb 2, 2007



NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

No 807309S470

The Iowa Department of Administrative Services on behalf of Iowa Workforce Development will be receiving sealed proposals for a

**Business Continuity Recovery Test Plan
For Unemployment Benefit Payment Process**

Proposals will be received until **3:00 p.m., Central Time, March 30, 2007**, in the office at the address listed below. Late proposals will not be considered.

For additional information regarding this notice, contact only issuing officer:

Ashley Super
Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073
Fax: 515-242-5974
E-mail: Ashley.Super@iowa.gov

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IOWA WORKFORCE DEVELOPMENT REQUEST FOR PROPOSAL 807309S470

SECTION 1 INTRODUCTION

1.1 Introduction

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified service providers to create and execute a business continuity recovery test plan for Iowa Workforce Development's number one critical function of Filing and payment of Unemployment Insurance Benefits. The resulting contract will be made available to other State of Iowa Agencies and Political Subdivisions (Cities, Counties & Schools) for similar projects on Business Continuity Recovery Test Plans in lieu of conducting a separate competitive selection process of their own, at their sole discretion.

1.2 Definitions

RFP	Request for Proposal
IWD	Iowa Workforce Development
DOL	Department of Labor
Unemployment Insurance Benefits	Making payments to eligible jobless workers for benefits paid to unemployed individuals - Unemployment insurance replaces part of the income workers lose when they become unemployed through no fault of their own
HSEEP	Homeland Security Exercise and Evaluation Program
AAR	After action reports
COOP COG	Continuity of Operations and Continuation of Government

1.3 Background Information

Iowa Workforce Development's mission is to contribute to Iowa's economic growth by producing quality customer-driven systems that support prosperity, productivity, health and safety for Iowans.

Iowa Workforce Development leaders have identified the most critical function towards their mission to be the payment of Unemployment Insurance Benefits. To that end, Iowa Workforce Development has developed a comprehensive business continuity process which ensures minimal disruption and enables IWD to continue to deliver unemployment insurance benefit services to its customers. Filing and payment of unemployment insurance benefits, conducting contested case hearings, issuing written decisions, maintaining records for appeals, and tracking performance for periodic reports to Department of Labor are elements of the process.

See Appendix A for a description of the payment of Unemployment Insurance business recovery process.

End of Section One

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073
Fax: 515-242-5974
E-mail: Ashley.Super@iowa.gov

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any state employee other than the issuing officer.

2.3 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. The questions and requests for clarifications must be in writing and received by the Issuing Officer by close of business on March 2, 2007. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be sent on or before March 16, 2007 to all vendors who submit a Letter of Intent to Propose. The Department's written responses will be considered part of the RFP.

Prospective Vendors are encouraged to submit a written 'Intent to Propose' before March 2, 2007. Submitting an 'Intent to Propose' does not obligate the vendor to submit a proposal. An 'Intent to Propose' is not mandatory to bid. By submitting an 'Intent to Propose', the prospective vendor is guaranteed to receive amendments and notices to this RFP. The written 'Intent to Propose' must include the company name, mailing address, phone number, fax number and email address of the vendor's main contact for communications regarding this RFP. Prospective Vendors may deliver their 'Intent to Propose' by courier, fax, mail, or preferably via email and only to the issuing officer.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Department reserves the right to change the dates.

Last Date Written Questions due:	March 2, 2007
Response to Questions Issued:	March 16, 2007
Closing Date for Receipt of Bid Proposals:	3:00 p.m. CT, March 30, 2007

2.5 Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal

The Department reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, IWD, in its sole discretion, will allow vendors to amend their bid proposals in response to the amendment if necessary.

The vendor may amend its bid proposal. The amendment must be in writing, signed by; the vendor and received by the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer in writing if they wish to withdraw their proposals.

2.6 Submission of Bid Proposals

The Department of Administrative Services must receive the bid proposal at 1305 E. Walnut St., Hoover State office Building, Level A, Des Moines, Iowa, 50319-0105 before 3:00 p.m., CT, March 30, 2007. This is a mandatory requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor. Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of the bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

The "Official Proposal" must be typewritten. Changes must be lined out and initialed. All answers that are given to the questions asked in the RFP are subject to verification.

Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The “Official Proposal” package containing the original signatures, five (5) paper copies and one electronic copy shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

- Vendor’s Name and Address
- RFP No. 807309S470
- Proposal Due Date: March 30, 2007 - 3:00 PM CT
- Issuing Officer’s Name: Ashley Super

2.7 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

2.8 Rejection of Bid Proposals

IWD reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the Department’s benefit and is intended to provide IWD with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

2.9 Disqualification

IWD shall reject outright and shall not evaluate proposals for any one of the following reasons:

- 2.9.1** The vendor fails to deliver the bid proposal by the due date and time.
- 2.9.2** The vendor states that a service requirement cannot be met.
- 2.9.3** The vendor’s response materially changes a service requirement.
- 2.9.4** The vendor’s response significantly limits the rights of the Department.
- 2.9.5** The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of “will comply” or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- 2.9.6** The vendor fails to respond to the Department’s requests for information, documents or references.

- 2.9.7** The vendor presents the information requested by the RFP in a format inconsistent with the instructions of the RFP.
- 2.9.8** The vendor initiates unauthorized contact regarding the RFP with state employees.
- 2.9.9** The vendor provides misleading or inaccurate responses.
- 2.9.10** The cost proposal exceeds \$100,000.00.

2.10 Bid Proposal Clarification Process

The Department reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, and a review of past performance if the vendor has provided goods or services to the IWD or any other political subdivision, or requests for corrective pages in the vendor's bid proposal. The Department will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Department. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Department within the time specified. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.11 Disposition of Bid Proposals

All proposals become the property of the Department and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the Department for return of the bid proposals submitted. In the event the Department does not receive shipping instruments, the Department will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.12 Public Records and Requests for Confidential Treatment

The Department may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. Iowa Code Chapter 22 governs the Department's release of information. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The Department will copy public records as required to comply with the public record laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the material as confidential and explain why disclosure is not in the best

interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

The vendor's failure to request confidential treatment of material will be deemed by the Department as a waiver of any right to confidentiality, which the vendor may have had.

Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted as well as the original proposal must be marked in this manner.

Additionally, the vendor must submit one paper copy marked "Public Copy", of the bid proposal and one electronic copy on CD from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. These pages must be submitted with the cover letter and will be made available for public inspection.

By submitting a proposal, the Service Provider agrees that Iowa Workforce Development (IWD) may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records and represents that such copying will not violate the rights of any third party.

2.13 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Department will not necessarily award any contract resulting from the RFP to the vendor offering the lowest cost to the Department. Instead, the Department will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in Section 5 of the RFP.

2.14 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the Department.

2.15 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and

restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.16 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.17 No Minimum Guaranteed

The Department anticipates that the selected vendor will provide services as requested by the Department. The Department will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

2.18 Reference Checks

Iowa Workforce Development (IWD) reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.19 Information from Other Sources

Iowa Workforce Development (IWD) reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

2.20 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification.

2.21 Criminal History and Background Investigation

Iowa Workforce Development (IWD) reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

End of Section 2

SECTION 3 SERVICE REQUIREMENTS

3.1 Introduction

Iowa Workforce Development leaders have identified the most critical function towards their mission to be the payment of Unemployment Insurance Benefits. To that end, Iowa Workforce Development has developed a comprehensive business continuity process which ensures minimal disruption and enables IWD to continue to deliver unemployment insurance benefit services to its customers. Filing and payment of unemployment insurance benefits, conducting contested case hearings, issuing written decisions, maintaining records for appeals, and tracking performance for periodic reports to the Department of Labor are elements of the process.

Staff assigned responsibilities have not been trained to carry out these responsibilities. The comprehensive business continuity process has not been tested. Iowa Workforce Development does not have on staff professional business continuity experts or trainers to develop, implement, teach and evaluate business recovery exercises.

3.2 Scope of Work

By submitting a proposal, each vendor agrees that all materials, work products and other deliverables (the “deliverables”) to be produced or provided under a contract and all intellectual property rights in or related to the deliverables shall become and remain the sole and exclusive property of the State of Iowa. The successful vendor will be required to assign all rights, title and interests in and to all of the foregoing to the State of Iowa.

As owner of the deliverables and related intellectual property rights, the State of Iowa may:

- a) Obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the deliverables as may be desirable or appropriate,
- b) Adapt, change, modify, edit or use the deliverables as the State of Iowa sees fit, including in combination with the work of others,
- c) Prepare derivative works based on the deliverables and publish, display, and distribute any deliverable(s) in any medium, and
- d) Sell, license, sublicense, lease or permit others to use the deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

3.2.1 Using Iowa Workforce Development's comprehensive business continuity plan to restore the critical function of payment of Unemployment Insurance Benefits, the service provider shall:

- a) Provide, if available and relevant, examples of previously completed Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after action reports (AAR) for review by the evaluation committee.
- b) Develop tangible training materials that address all aspects of recovery, data and physical integrity, and safety and conform to Business Continuity and Business Recovery Industry Standards.
- c) Provide training materials that clearly define the objectives and scope of the exercise.
- d) Provide knowledge transfer to identified IWD staff to ensure ongoing maintenance of COOP COG plan and resources including exercise testing and staff skill transfer required as a result of turnover.
- e) Conduct recovery exercise using developed training materials that are comprehensive and exhaustive so that all aspects of the plan are be tested.
 - 1. The exercises will be conducted with private and public sector partners within the State of Iowa.
 - 2. The exercises should be contributed to, in a significant manner, by staff from all required business and support units within the organization.
- f) Ensure that training materials outline all processes and procedures necessary to recover the critical function of payment of Unemployment Insurance Benefits;
- g) Provide developed training materials to Iowa Workforce Development which will become the property of the State of Iowa for use in any purpose the State of Iowa deems appropriate; and
- h) Teach Iowa Workforce Development staff identified in Iowa Workforce Development's COOP COG Plan all processes related to recovery of the critical function.
- i) Develop and conduct simulations of disruptive events that include the destruction and disruption of all or major portions of existing resources and/or supporting systems. Simulations shall produce results which can be measured, evaluated, and are thorough enough to assure Iowa Workforce Development Officials that personnel can handle the work, that needed supplies are available and that the alternate facility can be adapted to the contingency, and;
- j) Ensure that every part of the procedures included as part of the recovery process was tested to ensure validity and relevance.
- k) Evaluate above staff in their performance of recovery training exercise(s)
- l) Develop after action reports and improvement plans for each exercise based on the evaluators' and participants' insights and comments during the exercises. The Vendor will deliver the after action reports (AAR) and improvement plans by the completion date of the contract February 28, 2008. The Vendor will provide Iowa Workforce Development electronic copies of the scenarios, injects,

facilitation and evaluation manuals, AAR, improvement plans and all exercise related materials.

- m) The vendor will not make logistical arrangements or be responsible for establishing the backup technical environment, i.e. renting facilities, ordering or paying for food or reimbursing participants' travel.

3.2.2 Deliverables:

- a) Iowa Workforce Development approved tangible training materials
- b) Documented and tested formal recovery plan
- c) Written evaluation of recovery exercises
- d) Certification of Staff Trained
- e) Written certification methodology
- f) Knowledge transfer to identified IWD staff

3.2.3 Timeline:

- a) 7/1/07 – Documented exercise training materials submitted to Iowa Workforce Development Officials
- b) 7/15/07 -- Iowa Workforce Development Officials authorize staff training/vendor begins conducting recovery exercise
- c) 11/30/07 -- Completion of exercise and training of applicable staff
- d) 2/29/07 – Written Vendor Analysis of Exercise and Training submitted to IWD
- e) 1/31/08 -- Iowa Workforce Development Analysis/Approval of exercise documentation

3.2.4 Project Closing:

- a) The project will be considered complete when all affected staff are certified by the service provider and approved by IWD Officials that staff are capable to carry out their responsibilities as proven by a successful approved exercise.
- b) The service provider shall provide to Iowa Workforce Development all tangible materials relative to conducting training and evaluation that will provide similar certification to future staff involved in recovery of the UI Benefit Payment Process.
- c) All materials will be the property of the State of Iowa and may be used for any purpose they choose.

End of Section 3

SECTION 4 FORMAT AND CONTENT OF BID PROPOSALS

4.1 Proposal Instructions

The proposal must include a transmittal letter and three primary sections: 1) the technical proposal; 2) the cost proposal; and 3) bidders' qualifications, experience and references.

The "Official Proposal" package containing the original signatures and FIVE (5) paper copies plus one electronic copy shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP No. 807309S470
- Proposal Due Date: March 30, 2007, 3:00 PM CT
- Issuing Officer's Name: Ashley Super

4.2 Transmittal Letter

An individual authorized to legally bind the vendor must sign the transmittal letter. The letter must include the vendor's mailing address, e-mail address, fax number, and telephone number; indicate the type of business entity (i.e., corporation, partnership, etc.) and the vendor's place of incorporation.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Department about the confidential nature of the information. See RFP Section 2.12.

4.2.1 Proposal Certifications

Bidder shall sign and submit certifications per attachments 1 through 8 within the Technical Proposal.

4.3 Technical Proposal

The Technical Proposal should contain:

- a) An Executive Summary
- b) Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and Proposed Contract.

- c) Statements addressing each service requirement in RFP Section 3 and how it proposes to approach each requirement. Each task with an explanation of how the bidder plans to approach the task and the steps that will be taken to complete the task. The proposal must include detailed information about the steps necessary to accomplish the above outlined tasks, as well as corresponding information about who will be performing each action, when it will be performed, and what it will cost in the Cost Proposal. Proposals must be fully responsive to service requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor.
- d) Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.
- e) Bidders' proposed project schedule should be included in the Technical Proposal, in any form that clearly details time periods, milestones and completion dates for each task.
- f) The technical proposal should conclude with a summary of problems bidders may reasonably expect and proposed solutions to anticipated problems.
- g) Bidder's Background Information:
 - 1. The vendor shall provide the following general background information:
 - 2. Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.
 - 3. Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company.
 - 4. State of incorporation, state of formation, or state of organization.
 - 5. Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
 - 6. Local office address and phone number (if any).
 - 7. Number of employees.
 - 8. Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
 - 9. Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.
 - 10. Name and qualifications of any subcontractors who will be involved with this project.
 - 11. Identify the vendor's accounting firm.
 - 12. The successful vendor will be required to register to do business in Iowa.

13. Qualifications and Experience:

- a) The qualifications, experience and references section must include both general and specific information about Disaster Recovery projects similar to the subject of this proposal, including but not limited to:
- b) Resumes of staff and subcontractors assigned to the project or providing work product, and their function in the project.
- c) Contract names and phone numbers from at least three (3) companies, groups or organizations for which Bidder has performed similar work and which have consented to be a reference
- d) A chart of the project organization with the names of assigned staff or subcontractors.

14. Submit audited financial statements (annual reports) for the last 3 years.

15. Terminations, Litigation, Debarment:

- a) During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
- b) During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.
- c) During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.
- d) During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department (DAS).
- e) During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

4.4 Cost Proposal

The cost proposal shall not exceed \$100,000.00. The cost proposal should show detailed costs by option and task, and contain at least the following information.

- a) The cost for the entire project shall be identified with each respective activity shown on the project schedule
- b) The TOTAL proposed cost for the entire project.
- c) Estimated periodic billing (if applicable) to the state based on the cost of the deliverable items.
- d) Cost or pricing details of each task, which may include:
 - 1. Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates should include all overhead and profit.
 - 2. Purchased materials, estimated unit costs and quantities.
 - 3. Subcontract costs.
- e) Firm Bid Proposal Terms - The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting proposals.

End of Section 4

SECTION 5 EVALUATION OF BID PROPOSALS

5.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the State.

The State will not necessarily award a contract to the bidder offering the lowest cost to the State. Instead, the State will award the contract to the compliant bidder whose proposal receives the most points in accordance with the evaluation criteria set forth in this section.

5.2 Mandatory Requirements for Bid Proposal

As part of its initial screening, all bid proposals will be assessed by IWD to assure that the mandatory submittal requirements have been met. IWD reserves the right to reject bid proposals that do not meet the mandatory requirements. Rejected bid proposals will be returned to bidders.

5.3 Evaluation Committee

The State intends to conduct a comprehensive, fair and impartial evaluation of bid proposals received in response to this RFP. In making this determination, the State will be represented by an Evaluation Committee.

5.4 Evaluation Process

Proposals meeting all mandatory requirements will be evaluated and scored by the Evaluation Committee. No proposal is guaranteed a certain number of points. References will be utilized to verify information provided by prospective Vendors. In the sole discretion of the State, a prospective Vendor may be disqualified from further consideration if the Vendor provides false or misleading information in its proposal.

The evaluation and award process shall consist of the following:

- a) Review of the bid proposals to assess compliance with mandatory requirements;
- b) Detailed evaluation of proposed services, programs, and solutions;
- c) Scoring of technical proposals;
- d) Scoring of cost proposals;
- e) Integration of technical score and cost score into an Evaluation Committee recommendation.
- f) Award decision by Department.

5.4.1 Technical Proposal Scoring

The weight of the technical proposal is 90% (900 normalized points).

All acceptable proposals will be evaluated and scored based on the response to each of the items listed in RFP Sections 3 and 4. A weighted, average scoring system will be used. The weighted, average scoring system will provide numerical scores that represent the Committee's assessment of the relative merits of the technical bid proposals.

POSSIBLE SCORE	CRITERIA
100	Cost – reasonableness and competitiveness of rates considering required timeframes and deliverables.
180	Experience of the organization and expertise of assigned staff in performing similar trading in the areas set out in the RFP.
40	Compliance with the procedures and requirements of the RFP.
70	Process to be used to determine if participants have acquired the knowledge and skills necessary to qualify for certification.
250	Procedures to be used to ensure that the simulation/exercise includes all appropriate and necessary participants, adequately addresses the critical processes set forth in the RFP, and evaluates the results. (To include a description and the results obtained from any previous application of the proposed simulation/exercise.)
220	Training and evaluation materials to be provided IWD and the format to be used to provide such materials.
140	Method to be utilized to ensure that IWD is left with adequate training and evaluation resources to continue training and evaluate the status of readiness.
1000	TOTAL POSSIBLE POINTS

5.4.2 Cost Proposal Scoring

The weight of the cost proposal is 10% (100 normalized points).

The Evaluation Committee will award points for cost, based on a ratio of the lowest cost proposal versus the cost of each higher priced bid proposal. This number will then be multiplied by the points allocated for the cost proposal. The formula is: Weighted Cost Score = (price of lowest cost bid proposal/cost of each higher priced bid proposal) X (points assigned to cost). Under this formula, the lowest cost bid proposal will receive the

maximum number of points assigned to cost. A bid proposal twice as expensive as the lowest cost bid proposal will receive one-half of the points assigned to cost.

5.5 Recommendation of the Evaluation Committee

The final ranking and recommendation(s) of the Evaluation Committee shall be presented to the Project Oversight Committee for consideration. This recommendation may include, but is not limited to, the name of recommended bidder or a recommendation that no bidder be selected. The final decision will be made by Director, but is not bound by the recommendation.

5.6 Confidentiality

During the evaluation process all information concerning proposals submitted will remain confidential and will not be disclosed to anyone whose official duties do not require such knowledge.

End of Section 5

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Preface

The contract that the Department expects to award as a result of the Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Department and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Department, including the following.

Prospective Vendors may propose other or different contractual terms and conditions; however, the State reserves the right to reject the Prospective Vendor's terms and conditions in whole or in part and/or score the proposal accordingly.

If a prospective Vendor takes exception to any of the terms and conditions as stated herein, a prospective Vendor must include in its response to the RFP any additional or different terms and conditions that it is proposing. If a prospective Vendor takes exception to any of the terms and conditions and fails to include other or different terms and conditions in its proposal it may be grounds for the State, in its sole discretion, to declare the Vendor's proposal non-responsive and to reject the proposal from evaluation or from award.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the State, nor do the terms and conditions as stated herein relate to any other State procurement which may be in process.

6.2 Contract Length

The term of the contract will be one year and will commence on approximately May 1, 2007 and end on April 30, 2008. The Department (DAS) shall have the sole option to renew and extend the contract for three additional one-year renewal terms, pending negotiation and agreement with the Contractor.

6.3 Payments to Contractor

- A. Except as agreed upon by the parties and incorporated herein, the Vendor shall not be reimbursed for any operating costs incurred by the Vendor, including but not limited to:
 - 1) Workers Compensation costs or insurance premiums,
 - 2) Unemployment compensation costs,

- 3) Taxes or other obligations of the Vendor associated with the provision of services requested under the RFP,
 - 4) Car rentals, airfare, meals, lodging, copies, postage, etc.
- C. Upon receipt of a properly submitted and appropriately documented invoice to the State, the State will promptly process and pay the invoice within 60 days. If the State in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

6.4 Assignment of Contract

The Vendor may not assign this Contract to another person or entity without the prior written consent of the State.

6.5 Incorporated Documents & General Provisions

- A. The following documents containing specifications for services requested under the RFP and this contract are listed below:
1. This Contract together with any exhibits, attachments or addenda attached hereto and incorporated herein by reference.
 2. The Vendor's Cost Proposal in response to RFP _____ attached hereto and incorporated herein by reference.
 3. The Request for Proposal No. _____, including any and all addenda, tables, exhibits and appendices.
 4. The Vendor's Response to the Request for Proposal _____, incorporated herein by reference as if set forth fully in this Contract.
 5. In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.
- B. Changes in the provisions of this Contract may be made only in writing signed by all parties hereto.
- C. This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Contract shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications of this Contract.
- D. All notices required to be given by either party to the other in accordance with the terms of this Contract shall be directed as follows:

STATE:	Name:
	Address:
	Phone Number:
	Facsimile Transmission No.:
VENDOR:	Name:
	Address:
	Phone Number
	Facsimile Transmission No.:

6.6 Acts of God (Force MAJEURE)

The Vendor shall not be considered in default under any provision of this Contract nor shall any liquidated damages be assessed if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor. Causes would include, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, war, embargoes, or quarantines.

6.7 Default; Remedies of State

- A. The State may declare the Vendor in default of its obligations under the Contract for any of the following reasons:
 - 1. Failure by the Vendor to materially conform to the specifications as required by the RFP.
 - 2. A breach of any term of this Contract.
 - 3. Non-performance of this agreement.
- B. The State shall issue a written notice of default providing therein for fifteen (15) day period in which the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. Time allowed for cure of a default shall not diminish or eliminate the Vendor's liability for liquidated damages.
- C. If, after opportunity to cure, the default remains, the State may do one (1) or more of the following:
 - 1. Exercise any remedy provided by law;
 - 2. Terminate the contract and
 - 3. Obtain liquidated damages from the Vendor, as described herein.

6.8 Vendor's Obligations

- A. A breach of this Contract, which is the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this Contract.
- B. Should the State obtain a money judgment against the Vendor as a result of a breach of this Contract, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Contract or any other Contract between the Vendor and the State.

- C. Amounts due to the State as liquidated damages or any other damages may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Contract or any other Contract between the Vendor and the State. The State shall notify the Vendor in writing of any claim for liquidated damages or any damages or any other damages on or before the date the State deducts such sums from money payable to the Vendor.

6.9 Default; Remedies of Vendor

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

6.10 Termination Due to Non-Appropriation

Notwithstanding any other provision of this Contract, if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds or funding from a federal funding source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation to cover the cost of this Contract becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Contract.

6.11 Termination for Convenience

The State may terminate this Contract for convenience for any reason upon thirty (30) days written notice to the Vendor of the State's intent to terminate, and the Vendor's sole remedy in the event of termination for convenience is payment for satisfactory services rendered prior to the date of termination for convenience, subject to liquidated damages and offsets as specified in this Contract.

6.12 Remedies of Vendor in Event of Termination for Non-appropriation or for Convenience.

In the event of termination of this Contract due to non-appropriation under section 2.8 above or for convenience pursuant to section 2.9 above, the Vendors sole and exclusive remedy is to recover and possess its own equipment used in the performance of the Contract, except as provided in section 2.9 above. In the event of termination of

this Contract for any reason, the State shall not be liable for the payment of Unemployment Compensation to the Vendor's employees, nor shall the State be liable to the Vendor for payment of Workers' Compensation claims which occur during the Contract or extend beyond the date on which this Contract terminates or for any other costs incurred by the Vendor in its performance of the Contract, except amounts, if any, due and owing to the Vendor by the State on the date of termination.

6.13 Vendor Duties

- A. All records of the Vendor relating to this Contract shall be retained for five (5) years following the date of final payment under this Contract. Nothing in this Contract shall be construed to permit or authorize the Vendor to destroy or eliminate documents, records, or files in violation of any statute or rule governing the Vendor's retention of records.
- B. The Vendor agrees that the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Vendor relating to all debt collection activities or the Vendor's performance under this Agreement. The Vendor shall not impose any charges for access to its books and records regarding its performance under this Contract, and shall fully cooperate with authorized representatives in the examination or audit of books and records. The State shall not impose a charge for audit or examination of the Vendor's books and records.
- C. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan, if required by law.
- D. The Vendor warrants that no person or selling State has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency with the exception of bona fide employees or selling agents retained for the purpose of securing business. In the event of breach of this subsection, which shall be considered a material term of this Contract, the State shall have, in addition to the remedies contained herein, a right to liquidated damages in the sum of \$5,000.00. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this subsection is difficult, if not impossible, to measure.
- E. In the event that the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Contract, all such subcontractors shall be procured with appropriate attention to the principles of competition and quality of workmanship; however, the Vendor shall not be required to adhere to the State's competitive bidding procedures in its selection of subcontractors. All records relating to

subcontracts shall be retained as required in subsection A. above and available for audit or examination as required in subsection B. above. The Vendor shall be responsible for the performance of any subcontracts retained by Vendor in performance of this contract.

- F. If the Vendor is a joint entity, consisting of more than one (1) individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Contract and for any default under this Contract.
- G. The Vendor shall provide and pay for all labor, materials, equipment, tools, machinery, storage of it and transportation necessary for the Vendor to provide the services required under this Contract except as otherwise provided in this Contract.
- H. Some data, policies and activities of the State are confidential. The Vendor shall preserve the confidentiality of such data, policies and activities that are revealed to Vendor in the performance of this Contract. Vendor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the State may terminate this Contract immediately without notice of default and opportunity to cure.
- I. The Vendor irrevocably consents to service of process by certified or register mail addressed to the Vendor's designated agent. The Vendor appoints as its agents to receive services of process:

Name: _____
Address: _____
Phone #: _____
Fax #: _____

If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint of new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the State. Nothing in these provisions will alter the right of the State to serve process in any other manner permitted by law.

6.14 Indemnification; Consequential and Indirect Damages

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims, damages, losses, settlements, judgments, costs and expenses, including attorney's fees (collectively damages), arising out of or resulting from the Vendor's performance or attempted performance of its obligations under this Contract; claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the design of the project; and, any violation of the Contract, provide however, that any such damages are caused in whole or in part by an intentional or negligent act or omission by the Vendor, any

subcontractor, agent, representative or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification under this subsection shall not be limited in any way by any limited on the amount or type of damages, compensation or benefits payment by or for the Vendor or a subcontractor under Workers Compensation Actions, disability benefit acts or other employee benefit acts.

The State shall not be liable to any party for lost profits, indirect, special, punitive or consequential damages arising under this Contract or from any breach or partial breach of the provisions of this Contract or arising out of any act or omission of any party to this Contract, its subcontractor, employees, servants, representatives or agents, or arising under theories of strict liability or tort.

The obligations of the respective parties under this section shall survive the expiration or termination of this Contract, including any extensions thereto, with respect to any occurrences within the term of this Contract.

6.15 Offset

In the event that Vendor is in arrears in payment of any state taxes, which are due and payable to the State, the State may offset any taxes in arrears from payments to the Vendor under this Contract.

6.16 Property Damage

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Contract. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. Such restoration shall be complete when judged satisfactory by the State.

6.17 Safety of Persons and Property; Insurance

The Vendor shall maintain in full force and effect during the term of this Contract, basic liability and property damage insurance to protect the Vendor, its subcontractors, if any, and the State from claims for damage, which may arise from operations under this Contract.

6.18 Receivership

The Vendor shall immediately, and not later than two (2) business days after any such filing, notify the State, in writing, if: (a) the Vendor files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangements with creditors; (b) the Vendor files and answer

admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code, as amended; (c) the Vendor is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; (d) the Vendor institutes dissolution or liquidation proceedings with respect to its business; (e) an order is entered approving an involuntary petition to reorganize the business of the Vendor or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the Vendor of all or part of its property; or (f) if a writ or warrant of attachment, execution, distant, levy, possession, or any similar process which may materially affect the operation of the Vendor, is issued by any court against all or any material part of the Vendor's property.

In the event that said petition, writ or warrant is not dismissed or a stay of foreclosure obtained or said appointment, assignment, or proceedings are not rescinded or terminated within one hundred twenty (120) days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Vendor to fulfill its obligations under this Contract, then the State may terminate this Contract without penalty, unless: (a) within one hundred twenty (120) days after the election or appointment, any receiver or trustee of the Vendor, or the Vendor as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Contract; and, (b) within said one hundred twenty (120) days, the receiver or trustee, or the Vendor as a debtor-in-possession, shall have executed a Contract with the State, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Vendor in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Contract.

6.19 Obligations beyond Agreement Term

All obligations of the State and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Contract.

6.20 Authorization

Each party to this Contract represents and warrants to the other that:

- A. It has the right; power and authority to enter into perform its obligations under this Contract.
- B. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

6.21 Sovereign Immunity

The State specifically reserves the defense of sovereign immunity as allowed by State or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

6.22 Intellectual Property

The contract will contain various provisions regarding the intellectual property used and developed as a result of this contract including the following:

- A. Works Made for Hire. Work produced for the STATE shall be considered work made for hire and shall be owned solely by the STATE. If the works are not works for hire, then Vendor will be required to make an exclusive, perpetual, royalty-free assignment of all copyrights in such materials to the STATE and that Vendor has the right to do so.
- B. Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor will not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.
- C. Right to Use Intellectual Property. To the extent Vendor has the right to do so, the furnishing or using of any intellectual property by Vendor in completing this contract shall confer upon the STATE the unrestricted, irrevocable right under Vendor's intellectual property rights, to make, have made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by STATE

6.23 Federal Reservation of Rights

Contractor acknowledges and agrees that all or a portion of the funding to pay for the deliverables is being provided through a grant from the U.S Federal Government and that pursuant to 29 CFR Part 97 and any other applicable federal laws, regulations, circulars and bulletins, the awarding agency of the U.S. Federal Government reserves certain rights in the deliverables, including without limitation, a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use the deliverables and the copyright in and to such deliverables.

6.24 Security of Data

Some State of Iowa data files and documents are of a highly confidential nature; therefore, Vendor's employees may be allowed access to this information only as needed for their duties relating to performance of the requirements of the contract. The Vendor shall have positive policies and procedures for safeguarding the confidentiality of such data, and may be liable under privacy legislation for negligent release of such

information. The Vendor shall be aware that access to data and application code will be provided only to the extent permitted by State and Federal statutes and regulations. Vendor is required to sign all appropriate confidentiality forms and to protect data to the same extent it would protect its own proprietary rights.

Under no circumstances shall confidential data and application code leave the borders of the United States of America.

6.25 Miscellaneous

- A. The terms and provisions of this Contract shall be construed in accordance with the laws of the State. Any and all litigation or actions commenced in connection with this Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.
- B. If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- C. In accordance with current applicable open records laws, only the STATE shall make this contract, including its addenda and all monthly reports from the contractor, available for viewing by the public upon request from any party. It may also be reproduced by copier at a reasonable charge, transmitted by facsimile machine, or electronically via the Internet upon request from any party.
- D. Failure of the State at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- E. The parties agree to execute any additional documents necessary to effectuate this Contract.

Attachments

ATTACHMENT ONE

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal 807309S470 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 2

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a proposal in response to RFP 807309S470, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 3

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFP807309S470, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

PAGE 2 OF 2

ATTACHMENT 4

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP 807309S470, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

ATTACHMENT 5

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I _____ (Print Name)

For _____ (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

ATTACHMENT 6

PROSPECTIVE VENDORS – SIGN AND SUBMIT WITH TECHNICAL PROPOSAL.

CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX

Pursuant to 2005 Iowa Acts SF 413 – which creates new Iowa Code subsections 423.2(9A) & 423.5(8) – a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Request for Proposal # 807309S470, the undersigned certifies the following: (check the applicable box)

Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

OR

Our Company is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

RFP ATTACHMENT 7

PROSPECTIVE VENDORS – SIGN AND SUBMIT WITH TECHNICAL PROPOSAL

CERTIFICATION OF AVAILABLE RESOURCES

I certify that the bidder organization indicated below has sufficient personnel resources available to provide all services proposed by this Bid Proposal. I duly certify that these personnel resources for the contract awarded will be available on or after _____ (start date of contract).

NAME

DATE

TITLE

NAME OF VENDOR ORGANIZATION

Attachment 8

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement,

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions,

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Title: _____

Organization: _____

Date: _____

APPENDIX A

IWD ESSENTIAL FUNCTION #1 – UI PAYMENT OF UNEMPLOYMENT BENEFITS

There are three sub-functions contributing to the essential function. The overview below envisions these functions being conducted at an alternate site within 3 – 7 days of the event.

Department Mission: Payment of Unemployment Benefits	
Goal #	Description
1	Continue unemployment insurance benefit payments to eligible individuals.
2	Maintain ability to accept initial and/or additional claims for unemployment benefits.
3	Maintain ability to make monetary and non-monetary determinations of issues surrounding claims for benefits.

Functions	Description
Goal #1: Continue unemployment insurance benefit payments to eligible individuals.	
Function 1.1	Mainframe application recovery. UIS claims business processes rely on a complex infrastructure that is crucial to the ongoing operations. Power, data and voice telecommunications, along with the agency's computer operations hardware and software, are essential to ensuring that UIS claims processing continues uninterrupted.
Function 1.2	Recover VRU capabilities and its connectivity to the mainframe application. Claimants file weekly certifications as to their eligibility. UIS uses voice response unit technology (VRU) to capture weekly certifications for continued claims. Claimants call in their certifications using a touch-tone telephone to respond to a series of questions by entering a numeric response. The VRUs are hosted by second vendor rather than IWD. Weekly certifications are made at the end of the week. The current week is the week that just ended on Saturday. Certifications for the current week can be made after 10:00 am Saturday morning through 11:30 pm Sunday night and Monday through Friday from 7:30 am to 5:30 pm. A mainframe connection is required for the IVR Continued Claims application to be operable. After close of business on Monday night the continued claims filed on Saturday, Sunday, or Monday go through a payroll process and update the database records for display. Once the certification for benefits has been accepted by the automated system it will either be paid or held. If the claimant is otherwise eligible and has elected direct deposit, the week is authorized for payment the first working day when the payroll runs in the nightly batch processing. If the claimant has not elected direct deposit, the warrant payment is biweekly. UIS and WDC staff can enter continued claims using a computer transaction if a claimant experiences problems or the IVR is not functional.
Function	Establish web (Internet) access.

1.3	<p>Payments that are authorized are written to a Generation Dataset (GDG) at the Hoover Building with Connect Direct and provided to State Accounting Enterprise (SAE) for direct deposit transmittal or writing warrants. The job that is submitted at Hoover will create an e-mail which will have attached reports that contain the GDG (Completed UI Tape Cover Sheet), record count and total dollar amount for the file (Completed UI Certificate & Order Form and Completed UI GAX Form). If e-mail is down – the information can be obtained on the Hoover mainframe. The GDG will need to be written on above listed paper work that goes to SAE after an authorizing signature is obtained. A list of individuals approved to be paid will be printed on a designated printer in the Tax area. Authorized signers include Tom Schieffer, Karin Strand, Leloie Dutemple, Sandra Taylor, Martin Frederickson, Kelly Taylor, and Mary Bowser. After being signed the signer delivers the documents to the ground floor supply area. A courier from the supply department then delivers all documents to the Hoover Building, 3rd floor. Funds are drawn from the US Treasury via internet connection to cover the authorized payrolls.</p>
Function 1.4	<p>Confirm availability of vendor.</p> <p>The State of Iowa's Department of Administrative Services-State Accounting Enterprise (DAS-SAE) and the Information Technology Enterprise (ITE) are currently developing a dual data center system with locations at the Hoover building in the capitol complex and the Joint Forces Headquarters (JFHQ) at Camp Dodge. These two data centers are intended to have DASD storage and tape capacity to mirror the data needed to IPL the alternate data center in the event of a disaster. Impact printers are currently installed at both locations to support the current State warrant printing process. If the production LPAR at JFHQ data center is incapable of completing the benefit payment process, the alternate data center at Hoover would be called into service.</p> <p>A disaster recovery solution has been successfully tested for DHS IME system by DAS-ITE. David Caines (DAS) is currently managing the development of a disaster recovery plan for the z/OS system and this solution will be marketed to DAS-ITE customers; the IWD benefits would be part of that plan. A representative from the IWD-IT will be involved in the project. Expectations are that completion and actual testing of this process will be completed in April, 2007 and a complete test of the disaster recovery system will be completed in May, 2007.</p>
Goal #2: Maintain ability to accept initial and/or additional claims for unemployment benefits.	
Function 2.1	<p>Recover telephone connections, IVR capability and its connectivity to the mainframe applications.</p> <p>An individual who is separated from work will call the UI Service Center Interactive Voice Response (IVR) unit, may personally visit a local Workforce Development Center, or may file the new/additional/reopen claim via the Internet. There is a special toll free number for claimants outside of the state of Iowa who need a claim based upon Iowa wages. Visitors to a local WDC will be provided a computer terminal and access to the intranet application to file a claim for benefits. Any other forms or processing required for a claim will be completed by the UI Service Center.</p> <p>Those individuals filing on the IVR will input and verify their social security number. The computer system will check to determine if that SSN is on the mainframe and the status of their claim, if any is on file.</p> <p>All Interstate initial claims will require claimant interaction with an IWD Representative. Most reopened claims and many additional claims will be automatically processed without claimant interaction with an IWD</p>

	<p>Representative.</p> <p>During overnight processing the initial claim is created by reading the wage record files and adding the wages reported under the individual's social security number for the quarters included in the base period. A mainframe record is created for each claim and begins the process of tracking the claim. During overnight processing an electronic folder is created. The folder is used for paper documents that are converted to imaged objects. The claimant may elect direct deposit as the payment method; a computer record is created with banking information. If the claimant elects to have taxes withheld, the claim is flagged for withholding. Processing also includes creating a computer record to send to the Iowa Department of Human Services, Child Support Recovery Unit for matching with child support obligations. Processing includes matching the claim with the computer record to ensure no duplicate claim filings and that any outstanding issues are addressed.</p>
Function 2.2	<p>Establish web (Internet) access. Ensure IWD web site is functional.</p> <p>An individual may also submit a claim via the Internet, through the IWD website. The individual must set up a personal account by which they can access on-line the unemployment insurance claim application. They can do this at home using their own personal computer, or by using another computer such as a friend's or one at a public library. The on-line claim is self-explanatory, and asks the same questions that would be asked if the person were filing by telephone, or in person. Once the claim is submitted, it is held in a queue until processed. The Internet claims are processed at the UI Service Center by staff that reviews the claim for completeness and accuracy. The UI Service Center may contact the claimant for additional information, if needed before entering the claim.</p> <p>Ensure that IWD Intranet application is accessible. Intranet claims will be processed in the exact same fashion as Internet claims once they are submitted.</p>
Goal #3: Maintain ability to make monetary and non-monetary determinations of issues surrounding claims for benefits.	
Function 3.1	<p>Printing capability by Data Processing. Mailing of documents to claimants and employers.</p> <p>Monetary Determinations</p> <p>The overnight processing of an initial claim causes a monetary wage transcript to be mailed to the individual showing the base period wages and the individual's entitlement to benefits. This process also causes a notice of the claim filing to be mailed to all base period employers and the individual's last employer giving them an opportunity to protest the claim.</p> <p>In cases where missing or erroneous wage credits are identified, a computer transaction is used to add or delete the wage credits and monetarily re-determine the claim. This correction causes a corrected transcript to be mailed to the claimant the next working day. A computer transaction is used to send a Notice of Claim to employers that were not otherwise notified.</p>
Function 3.2	<p>Fax capability, access to mainframe transaction for scheduling database, form printing, imaging of documents.</p> <p><u>Non-Monetary Determinations</u></p> <p>The claimant's last employer and base period employers are notified of the individual's claim filing by a Notice of Claim from which they have ten days to file a protest to the claimant's receipt of benefits. Employers may protest either by mail or fax. If no protest is received within the ten days, the claim is released for payment unless the claimant has self-protested the claim by providing separation information (quit or discharge) at the time of the claim filing.</p>

	<p>If a timely protest is received from an employer or a previously submitted protest is on file, a Notice of Job Insurance Fact-finding Interview is prepared by entering data into the automated system via a computer transaction. If no protest is received but the claim is self-protested (claimant stated they had quit or were discharged at the time of filing), the system will generate a notice of fact-finding. This transaction causes an update to the Non-Monetary Read Out computer file and displays as an outstanding issue.</p> <p>The fact-finding notices that have been data entered are printed as a batch process every workday morning at the UI Service Center. The Notices are split into three groups.</p> <p>1) Re-qualification: The employer has demonstrated their responsibility of establishing a separation (quit or discharge) and the claimant has worked and re-qualified.</p> <p>2) Cold-call: Issues that can be resolved with information from one party, usually the claimant. If unable to reach the party in 2-work-days the Notice is scheduled for a Fact-finding interview</p> <p>3) Schedule: includes separation issues with the last employer or employers that have a potential to disqualify the entire claim and either a cold-call could not be completed in 2 days or issue was not resolved with a cold-call.</p> <p>After scheduling is completed a copy of the schedule is available statewide. The notices being mailed to both the employer and claimant are stuffed by machine into envelopes in the IWD Administrative Office mailroom at 1000 E Grand.</p> <p>Fact-findings will normally be conducted by telephone. The claimant and the employer will receive a "Notice of Unemployment Insurance Fact-Finding Interview" containing the scheduled date, time and phone number where they will be called for the interview. Complete instructions are listed on the notice.</p> <p>If a party is not available to participate, that party should notify the UI Service Center immediately so the information may be included in the consideration for determination of benefit payment. Either the employer or the claimant prior to the scheduled fact-finding may submit written statements. Statements should be received prior to the scheduled interview to be included.</p> <p>Each fact-finder is scheduled for 12 fact-findings a day. Each fact-finding is given 30 minutes for completion. Based on the facts, the fact-finder then enters an Automated Non-Monetary Decision System letter using a computer transaction that causes an update to the computer file to show the issue has been adjudicated. The entry of the decision will also cause an update to the computer file in some instances to reflect the status of the claim.</p> <p>The mainframe prints the decision which is mailed to both parties. An electronic copy is placed in the electronic claim folder. After decisions are issued, any supporting documents are imaged and scanned into the electronic file.</p> <p>If all of the decisions are favorable for the claimant to get UI benefits, payment will start immediately. If the decision is later reversed on appeal, benefits may be required to be repaid. Claimants should continue to claim weekly benefits while the claim is in contest status.</p>
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Function and Impact Statement

Tier	Function	Impact if this Function is NOT Continued
1	None	
2	Mainframe application recovery	Inability to pay UI benefits to eligible claimants.
	Recover VRU capabilities and its connectivity to the mainframe application.	If mainframe application is accessible, and VRU is not, all weekly claims for benefits by eligible claimants would have to be manually entered by staff.
	Establish web (Internet) access.	Inability to pay claimants. Part of the process of actually issuing payments is approval of the Federal Government of the accounting data used to draw the funds. This is accomplished via the Internet.
	Confirm availability of vendor.	Vendor is back up plan in case DRF would be incapable of running the payroll. No impact if DRF is functional.
	Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	Claim filing (additional or re-open) are done with these systems. Failure would overload the remaining options.
	Establish web (Internet) access. Ensure IWD web site is functional.	If phone and IVR are non-functional the Internet option of filing would become critical in being able to maintain service to the customer.
	Printing capability by Data Processing. Mailing of documents to claimants and employers.	The ability to make monetary and non-monetary determinations of eligibility to receive benefits would stop completely until these functions are restored.
	Fax capability, access to scheduling database, form printing, imaging of documents.	Non-monetary determinations are dependant on these systems. Slightly longer time frame for recovery without major impact.
3	None	
4	None	

APPENDIX A-1

IWD ESSENTIAL FUNCTION #1 – INFORMATION TECHNOLOGY SUPPORT

Step 2 – Categorize each Essential Function based on the impact of not continuing the function.

Prioritized Essential Functions (Rank order ALL identified functions)

Tiered Rating: 1 – 2 – 3 – 4

Worksheet – Function Tier and Impact

Tier	Function	Impact if this Function is NOT Continued
1	None	
2	Mainframe application recovery	Inability to pay UI benefits to eligible claimants.
	Recover VRU capabilities and its connectivity to the mainframe application.	If mainframe application is accessible, and VRU is not, all weekly claims for benefits by eligible claimants would have to be manually entered by staff.
	Establish web (Internet) access.	Inability to pay claimants. Part of the process of actually issuing payments is approval of the Federal Government of the accounting data used to draw the funds. This is accomplished via the Internet.
	Confirm availability of vendor.	Vendor is back up plan in case DRF would be incapable of running the payroll. No impact if DRF is functional.
	Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	Majority of claims filed (initial, additional and re-open) are done with these systems. Failure would overload the 2 remaining options of Internet filing, or in-person at a WDC.
	Establish web (Internet) access. Ensure IWD web site is functional.	If phone and IVR are non-functional the Internet option of filing would become critical in being able to maintain service to the customer. If phone and IVR are operational the impact of loss of Internet web site is <20% of claims filed.
	Printing capability by Data Processing. Mailing of documents to claimants and employers.	The ability to make monetary and non-monetary determinations of eligibility to receive benefits would stop completely until these functions are restored.
	Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	Non-monetary determinations are dependant on these systems. Slightly longer time frame for recovery without major impact.
3	None	
4	None	

Complete the process for all identified functions

Step 3 -- Rank Order Essential Functions based on time. You must now prioritize each essential function based on the amount of time you can go without that function. In other words, what is the maximum amount of time allowed before bringing that function back on-line?

Worksheet – Criticality Codes

AAA – AA – A – B – C – D

Tier	Function	Maximum Time Allowed Before Bringing Function Back On-line	Priority Code
1	None		
2	Mainframe application recovery	3 to 7 days	A
	Recover VRU capabilities and its connectivity to the mainframe application.	3 to 7 days	A
	Establish web (Internet) access.	3 to 7 days	A
	Confirm availability of vendor.	3 to 7 days	A
	Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	3 to 7 days	A
	Establish web (Internet) access. Ensure IWD web site is functional.	3 to 7 days	A
	Printing capability by Data Processing. Mailing of documents to claimants and employers.	3 to 7 days	A
	Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	3 to 7 days	A
3	None		
4	None		

Step 4 - Delineate Tasks required to accomplish each function identified above

Worksheet – Function-Associated Tasks

Goal #1	Associated Tasks
Function #1.1 Mainframe application recovery	
Task 1.1.1	Establish CICS applications
Task 1.1.2	Enable Batch jobs
Task 1.1.3	Establish MQ Series Connection
Function #1.2 Recover VRU capabilities and its connectivity to the mainframe application	
Task 1.2.1	Establish CICS applications
Task 1.2.2	Establish IVR Applications.
Function # 1.3 Establish web (Internet) access.	
Task 1.3.1	Establish Internet environment
Task 1.3.2	Establish Intranet environment
Function # 1.4 Confirm availability of vendor	
Task 1.4.1	Establish Benefits payment vendor
Task 1.4.2	Establish Direct deposit service
Task 1.4.3	Media notification
Goal #2	Associated Tasks
Function #2.1 Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	
Task 2.1.1	Establish IVR Applications.
Task 2.1.2	Establish Intranet environment
Task 2.1.3	Establish UI Service Center telephone environment.
Task 2.1.4	Establish Domino applications
Task 2.1.5	Media notification
Function #2.2 Establish web (Internet) access. Ensure IWD web site is functional.	
Task 2.2.1	Establish Internet environment
Task 2.2.2	Establish Intranet environment
Task 2.2.3	Establish Domino applications
Goal #3	Associated Tasks
Function #3.1 Printing capability by Data Processing. Mailing of documents to claimants and employers.	
Task 3.1.1	Establish printing functions
Task 3.1.2	Establish mailing functions
Task 3.1.3	Establish CICS applications
Task 3.1.4	Enable Batch jobs
Function #3.2 Fax capabilities, access to Lotus Notes scheduling database, form printing, imaging of documents.	
Task 3.2.1	Enable Batch jobs
Task 3.2.2	Establish mailing functions
Task 3.2.3	Establish printing functions
Task 3.2.4	Establish CICS applications
Task 3.2.5	Establish Fact Finding functions
Task 3.2.6	Establish IVR Applications.
Task 3.2.7	Establish Domino Applications
Function #3.3 After returns to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
Task 3.3.1	Establish disaster claims processing functions

Step 6 - Delineate resources required to accomplish each task identified above.

Worksheet – Tasks and Required Support Elements: Table 1

Tasks to Accomplish Function	Personnel and/or Special Skills
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS environment	Mainframe Technical Team ICN
1.1.2 Enable Batch jobs	Mainframe Technical Team
1.1.3 Establish MQ Series Connection	Network Technical Team
Function #1.2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	Mainframe Technical Team ICN
1.2.2 Establish IVR Applications.	Communications Team ICN
Function #1.3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	Network Technical Team ICN
1.3.2 Establish Intranet environment	Network Technical Team
Function #1.4: Confirm availability of vendor.	
1.4.1 Establish Benefits payment vendor	UI Benefits Team
1.4.2 Establish Direct deposit service	UI Benefits Team
1.4.3 Media Notification	HQ Mgmt Team
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe application	
2.1.1 Establish IVR Applications	Communications Team ICN
2.1.2 Establish Intranet environment	Network Technical Team
2.1.3 Establish UI Service Center Telephone environment	Communications Team
2.1.4 Establish Domino applications	Network Technical Team
2.1.5 Media Notification	HQ Mgmt Team
Function #2.2: Establish web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	Network Technical Team ICN
2.2.2 Establish Intranet environment	Network Technical Team
2.2.3 Establish Domino Applications	Network Technical Team
Function #3.1: Printing capability by Data Processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	Mainframe and Network Technical Teams
3.1.2 Establish mailing functions	UI Benefits Team
3.1.3 Establish CICS applications	Mainframe Technical Team
3.1.4 Enable Batch jobs	Mainframe Technical Team
Function #3.2: Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	
3.2.1 Enable batch jobs	Mainframe Technical Team
3.2.2 Establish mailing functions	UI Benefits Team
3.2.3 Establish printing functions	Mainframe and Network Technical Team
3.2.4 Establish CICS applications	Network Technical Team
3.2.5 Establish Fact Finding functions	UI Benefits Team

3.2.6 Establish IVR Applications	Communications Team
3.2.7 Establish Domino Applications	Network Technical Team
Function #3.3: After return to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
3.3.1 Establish disaster claims processing functions	UI Benefits Team

Worksheet – Tasks and Required Support Elements: Table 2

Tasks to Accomplish Function	Equipment and/or Systems
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS applications	Equipment: Mainframe environment recovery at alternative site as documented in the “IT Standard Operating Procedures. Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures Systems: Enable CICS transactions as documented in the “IT Standard Operating Procedures/3.Applications Development/System Documentation” for the following systems: UI Continued Claims UI Payments UI Flags UI Employer Chargebacks UI Overpayments
1.1.2 Enable Batch Jobs	Equipment: Mainframe environment recovery at alternative site as documented in the “IT Standard Operating Procedures. Enable JES2 Batch jobs as documented in the “IT Standard Operating Procedures/3.Applications Development/System Documentation” for the following systems: UI Continued Claims UI Payments UI Flags UI Employer Chargebacks UI Overpayments
1.1.3 Establish MQ Series Connection	Equipment: Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures Systems: MQ Series interfaces for distributed and mainframe.
Function #1.2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	Equipment: Mainframe environment recovery at alternative site as documented in the “IT Standard Operating Procedures. Intranet environment recovery at alternative

	<p>site as documented in the IT Standard Operating Procedures</p> <p>Systems: Enable CICS transactions as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems:</p> <p>DBRO</p> <p>KCCO</p>
1.2.2 Establish IVR Applications	<p>Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers.</p> <p>Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.</p> <p>Systems: IVR Continued Claims</p>
Function #1.3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	<p>Reference ICN plans regarding relocation of IWD Internet Ethernet connection.</p> <p>Internet environment recovery at alternative site as documented in the IT Standard Operating Procedures.</p>
1.3.2 Establish Intranet environment	<p>Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures.</p> <p>Add'l equipment TBD by ICN to connection to existing IWD WAN and Capitol Complex Campus.</p>
Function #1.4: Confirm availability of vendor.	
1.4.1 Establish Benefits payment vendor	<p>DAS SAE, is the contact for confirmation. If DRF is incapable of completing benefit payment process, the alternate vendor (ITE) would be called to service. Direct deposit of benefit payments may have to be suspended depending on the nature of the emergency. Direct deposit suspension would require media notification to claimants.</p>
1.4.2 Establish Direct Deposit service	<p>If the alternate vendor is activated, direct deposit of benefit payments may have to be suspended, depending on the nature of the emergency.</p>
1.4.3 Media Notification	<p>In the event that direct deposits of benefit payment has to be suspended, statewide media notification (TV, newsprint, radio) would inform claimants that all payments would be made by warrant (check) for the duration of the emergency and recovery.</p>
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe application.	
2.1.1 Establish IVR Applications	<p>Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers.</p>

	Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site. Systems: IVR Continued Claims
2.1.2 Establish Intranet environment	Reference ICN plans regarding relocation of IWD Internet Ethernet connection. Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures
2.1.3 Establish UI Service Center telephone environment	Reference ICN plans regarding IVR applications and connectivity via phone lines to UISC. Systems: IVR Continued Claims
2.1.4 Establish Domino applications	Domino application recovery as documented in the IT Standard Operating Procedures
2.1.5 Media Notification	HQ Mgmt Team
Function #2.2: Establish web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	Internet environment recovery at alternative site as documented in the IT Standard Operating Procedures
2.2.2 Establish Intranet environment	Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures
Function #3.1: Printing capability by Data Processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	Form 201A
3.1.2 Establish mailing functions	Form 201A
3.1.3 Establish CIC transactions	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures. Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures Systems: Enable CICS transactions as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: DAWG K201 SIR1 NMRO Form 201A
3.1.4 Enable Batch jobs	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures. Enable JES2 Batch jobs as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: Form 201A

	SIR1 NMRO
Function #3.2: Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	
3.2.1 Enable Batch jobs	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures. Enable JES2 Batch jobs as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for required systems
3.2.2 Establish mailing functions	Fact finding investigation report
3.2.3 Establish printing functions	Notice of Job Insurance Fact-finding (form 65-5315)
3.2.4 Establish CICS applications	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures. Intranet environment recovery at alternative site as documented it the IT Standard Operating Procedures Systems: Enable CICS transactions as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: SIR1 NMRO
3.2.5 Establish Fact Finding functions	Scheduling database. Lotus Notes
3.2.6 Establish IVR Applications	Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers. Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site. Systems: IVR Initial Claims
3.2.7 Establish Domino applications	Domino application recovery as documented in the IT Standard Operating Procedures Scheduling Database
Function #3.3: Claims may be taken and paid and then separation and other issues identified and adjudicated when normal operations resume.	
3.3.1 Establish disaster claims processing functions.	Input all new, or additional claims as "immediate release" to invoke payment of benefits. Employer protests would be addressed and adjudicated as soon as possible when operational conditions are met.

Worksheet – Tasks and Required Support Elements: Table 3

Tasks to Accomplish Function	Vital Records and/or Databases
Function #1.1: Mainframe application recovery	
1.1.1 Restore databases for CICS	Restore databases as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: UI Continued Claims UI Payments UI Flags UI Employer Chargebacks UI Overpayments
1.1.2 Restore databases for IVR Continued claims	Restore files and databases as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: UI Continued Claims

Worksheet – Tasks and Required Support Elements: Table 4

Tasks to Accomplish Function	Facilities & Infrastructure
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS applications	Mainframe alternative site Processing cycles Storage
1.1.2 Enable Batch jobs	JES2 Job Scheduling system JCL Job resources - files
1.1.3 Establish MQ Series Connection	Core Intranet: (1) Cisco 6500 Level 3 switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library
Function #1.2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	Mainframe alternative site Processing cycles Storage
1.2.2 Establish IVR applications	Reference ICN plans regarding incoming

	<p>phone lines for IVR, both toll and local numbers.</p> <p>Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.</p>
Function #1.3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	<p>Network:</p> <p>Equipment: (1) Cisco 1841 Router (1) Cisco 3550 Switch (6) HP Blade Servers HP Blade Enclosure HP Blade Rack</p>
1.3.2 Establish Intranet environment	<p>Core Intranet:</p> <p>(1) Cisco 6500 Level 3 switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library</p>
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	
2.1.1 Establish IVR applications	<p>Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers.</p> <p>Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.</p>
2.1.2 Establish Intranet environment	<p>Core Intranet:</p> <p>(1) Cisco 6500 Level 3 switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN Concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library</p>
2.1.3 Establish UI Service Center telephone environment	Reference ICN plans regarding connectivity from IVR platform to UI Service Center

2.1.4 Establish Domino Applications	UI Service Center application
Function #2.2: Establish Web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	Network: Equipment: (1) Cisco 1841 Router (1) Cisco 3550 Switch (6) HP Blade Servers HP Blade Enclosure HP Blade Rack
2.2.2 Establish Intranet environment	Core Intranet: (1) Cisco 6500 Level 3switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library
2.2.3 Establish Domino Applications	Internet Claim application
Function #3.1 Printing capability by Data Processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	Daily back up to tape occurs nightly after batch processing. Tapes are taken off-site and stored. Any printing vendor that uses a JES2 operating system and either an AFP or VPS printer format (very common) could be utilized to carry out the printing of the required documents.
3.1.2 Establish mailing functions	There are several pieces of equipment used to prepare and mail indicated forms to claimants and employers. Folding Machine (tabletop), Burster / Trimmer, Pressure Sealer / Burster / Trimmer, Penalty (Federal) Postage Meter. All functions except the Penalty Postage Meter could be easily outsourced. Mail Services, in Des Moines, has the capability. If the Penalty Postage Meter is a total loss, damaged, or unavailable, manual application of Penalty stamps is the only option.
3.1.3 Establish CICS applications	Mainframe alternative site Processing cycles Storage
3.1.4 Enable Batch jobs	JES2 Job Scheduling system JCL Job resources - files

Function #3.2 Fax capabilities, access to Lotus Notes scheduling database, form
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printing, imaging of documents.	
3.2.1 Enable Batch jobs	JES2 Job Scheduling system JCL Job resources - files
3.2.2 Establish mailing functions	There are several pieces of equipment used to prepare and mail indicated forms to claimants and employers. Folding Machine (tabletop), Burster / Trimmer, Pressure Sealer / Burster / Trimmer, Penalty (Federal) Postage Meter. All functions except the Penalty Postage Meter could be easily outsourced. Mail Services, in Des Moines, has the capability. If the Penalty Postage Meter is a total loss, damaged, or unavailable, manual application of Penalty stamps is the only option.
3.2.3 Establish printing functions	Daily back up to tape occurs nightly after batch processing. Tapes are taken off-site and stored. Any printing vendor that uses a JES2 operating system and either an AFP or VPS printer format (very common) could be utilized to carry out the printing of the required documents.
3.2.4 Establish CICS applications	Mainframe alternative site Processing cycles Storage
3.2.5 Establish Fact Finding functions	Scheduling database. Lotus Notes
3.2.6 Establish IVR Applications	Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers. Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.
3.2.7 Establish Domino applications	Scheduling database
Function #3.3 After return to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
3.3.1 Establish disaster claims processing functions	Input all new, or additional claims as "immediate release" to invoke payment of benefits. Employer protests would be addressed and adjudicated as soon as possible when operational conditions are met.

Worksheet – Tasks and Required Support Elements: Table 5

Tasks to Accomplish Function	Time required to perform task
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS environment	3 to 7 days
1.1.2 Enable Batch jobs	3 to 7 days

1.1.3 Establish MQ Series Connection	3 to 7 days
Function #1. 2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	3 to 7 days
1.2.2 Establish IVR Applications	3 to 7 days
Function #1. 3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	3 to 7 days
1.3.2 Establish Intranet environment	3 to 7 days
Function #1. 4: Confirm availability of vendor.	
1.4.1 Establish Benefits payment vendor	3 to 7 days
1.4.2 Establish Direct deposit service	3 to 7 days
1.4.3 Media notification	3 to 7 days
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	
2.1.1 Establish IVR Applications	3 to 7 days
2.1.2 Establish Intranet environment	3 to 7 days
2.1.3 Establish UI Service Center telephone environment	3 to 7 days
2.1.4 Establish Domino applications	3 to 7 days
2.1.5 Media notification	3 to 7 days
Function #2.2: Establish web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	3 to 7 days
2.2.2 Establish Intranet environment	3 to 7 days
2.2.3 Establish Domino applications	3 to 7 days
Function #3.1: Printing capability by data processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	3 to 7 days
3.1.2 Establish mailing functions	3 to 7 days
3.1.3 Establish CICS applications	3 to 7 days
3.1.4 Establish Batch jobs	3 to 7 days
Function #3.2: Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	
3.2.1 Enable Batch jobs	3 to 7 days
3.2.2 Establish mailing functions	3 to 7 days
3.2.3 Establish printing functions	3 to 7 days
3.2.4 Establish CICS applications	3 to 7 days
3.2.5 Establish Fact Finding functions	3 to 7 days
3.2.6 Establish IVR Applications	3 to 7 days
3.2.7 Establish Domino Applications	3 to 7 days
Function #3.3: After return to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
3.3.1 Establish disaster claims processing functions.	3 to 7 days

In the event the near-site is unavailable, shifting to a far-site would involve the following changes to the above plan.

Functions	Description
Goal #1: Continue unemployment insurance benefit payments to eligible individuals.	
Function 1.1	No Changes
Function 1.2	No Changes
Function 1.3	No Changes
Function 1.4	No Changes
Goal #2: Maintain ability to accept initial and/or additional claims for unemployment benefits.	
Function 2.1	<p>Place recorded message on the toll free and local phone number to the UI Service Center stating that the UISC is currently unavailable and that callers should contact their local Workforce Development Center or visit the website.</p> <p>State wide media notification to claimants that the toll free and Des Moines local telephone numbers for filing a claim and making an inquiry are temporarily unavailable.</p> <p>Claimants would be instructed to utilize one of the two remaining options: go in person to the nearest local office (least desirable) or utilize the IWD website (most desirable) from any computer with an internet connection. New claims, re-opened claims, additional claims and general inquiries can all be done via the website.</p> <p>Local WDC offices are limited on space, computer terminals and phone lines. Service Center staff would be temporarily assigned to nearby local offices that had space and equipment available. These Service Center staff persons would process the internet applications, which would increase greatly with the temporary loss of the Call Center.</p> <p>Recovery of the IVR and its connectivity to the mainframe would still have to occur.</p>
Function 2.2	No Changes
Goal #3: Maintain ability to make monetary and non-monetary determinations of issues surrounding claims for benefits.	
Function 3.1	No Changes
Function 3.2	<p>Scheduling of new fact-finding interviews would be suspended temporarily. Personnel in field offices assigned to fact-finding would clear the scheduled interviews from the call center before any new interviews would be scheduled. Investigation and Recovery field staff and Quality Control field staff would be available to assist with the fact-finding interviews. Scheduling and adjudication would resume as soon as recovery of the near-site or original location occurs.</p>
Function 3.3	<p>Depending on the nature of the problem, claims may be taken and paid and then when normal operations resume, separation and other issues identified and adjudicated. This would result in additional overpayment processing but would serve the client and ensure that claim taking continued. All centers will have a supply of forms on hand so that claims can be taken.</p>